

JUDGE FRANKLIN BURGESS

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,

Plaintiff,

v.

NATIONWIDE MOVING
SYSTEMS, LLC,
aka NORTHSTAR MOVING
& STORAGE,
aka AMERICAN STAR MOVING
& STORAGE,
ERIK DERI,
TANYA DERI,
aka TANYA MARTIN,
aka TANYA DEREI,
YUVAL DEREI,
JOE NAHAM,
aka YOSI DEREI,
MICHAEL AIRGOOD, and
KRISTEN KLEIN,

Defendants

NO.

CR03-0343 F0B

SUPERSEDING
INDICTMENT

THE GRAND JURY CHARGES THAT:

COUNT 1

**(Conspiracy to Commit Wire Fraud
and Interfere with Commerce by Extortion)**

A. The Offense

1. Beginning at a time uncertain, but in or about May 2002, and continuing
until on or about July 15, 2003, within the Western District of Washington, and

1 elsewhere, NATIONWIDE MOVING SYSTEMS, LLC, (aka NORTHSTAR
2 MOVING & STORAGE, aka AMERICAN STAR MOVING & STORAGE), ERIK
3 DERI, TANYA DERI, (aka TANYA MARTIN, aka TANYA DEREI), YUVAL
4 DEREI, JOE NAHAM, (aka YOSI DEREI), MICHAEL AIRGOOD, and KRISTEN
5 KLEIN did knowingly and willfully conspire, combine, confederate, and agree
6 together with others, known and unknown, to commit offenses against the United
7 States, to wit: wire fraud, in violation of Title 18, United State Code, Section 1343, and
8 interference with commerce by extortion, in violation of Title 18, United States Code,
9 Section 1951, and committed acts in furtherance of that conspiracy.

10 **B. Background**

11 At all times material herein,

12 2. NATIONWIDE MOVING SYSTEMS, LLC ("NATIONWIDE"), (aka
13 NORTHSTAR MOVING & STORAGE, aka AMERICAN STAR MOVING &
14 STORAGE), was a moving company that operated from offices in the Western District
15 of Washington (Kirkland and Woodinville, Washington), and engaged in the interstate
16 transportation of household goods ("goods") for members of the public, an industry
17 that affects interstate commerce;

18 3. ERIK DERI was a resident of the Western District of Washington, and was
19 an owner, officer, and manager of NATIONWIDE, who exercised management
20 authority and control over NATIONWIDE and its employees;

21 4. TANYA DERI was a resident of the Western District of Washington, and
22 was an owner, officer, and manager of NATIONWIDE, who exercised management
23 authority and control over NATIONWIDE and its employees;

24 5. YUVAL DEREI was a resident of the Western District of Washington, and
25 was a manager and supervisor for NATIONWIDE, who provided estimates to
26 NATIONWIDE customers and direction to NATIONWIDE employees;

1 6. JOE NAHAM was a resident of the Western District of Washington, and
2 was a manager and supervisor for NATIONWIDE, who provided estimates to
3 NATIONWIDE customers and direction to NATIONWIDE employees;

4 7. MICHAEL AIRGOOD was a resident of the Western District of
5 Washington, and was a packer and occasional foreman on NATIONWIDE moving
6 jobs, who participated in packing and loading customers' goods onto and in the trucks
7 used by NATIONWIDE to move customers' goods; and

8 8. KRISTEN KLEIN was a resident of the Western District of Washington,
9 and was a secretary, office manager, and "estimator" for NATIONWIDE, who
10 provided estimates to NATIONWIDE customers and handled customer complaints.

11 **C. Object of the Conspiracy**

12 9. It was the object of the conspiracy for the defendants to unjustly enrich
13 themselves by luring customers into doing business with NATIONWIDE by offering
14 them low moving estimates, subsequently inflating the price of the move, and
15 thereafter withholding delivery of their goods until customers paid an inflated price to
16 NATIONWIDE.

17 **D. Manner and Means of the Conspiracy**

18 10. It was part of the conspiracy that NATIONWIDE represented itself to the
19 public as a reputable and authorized moving company.

20 11. It was further part of the conspiracy that ERIK DERI, TANYA DERI,
21 YUVAL DEREI, JOE NAHAM, KRISTEN KLEIN, and other NATIONWIDE
22 employees intentionally provided low moving estimates to customers to induce them to
23 hire NATIONWIDE to move their goods. These estimates were conveyed by
24 telephone, facsimile or electronic mail ("e-mail").

25 12. It was further part of the conspiracy that ERIK DERI, TANYA DERI,
26 YUVAL DEREI, and JOE NAHAM supervised NATIONWIDE employees who
27 conducted the actual moves, and instructed those employees in techniques designed to
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1 extort NATIONWIDE customers to obtain payments far in excess of the estimates
2 previously provided to the NATIONWIDE customers by telephone, fax, or e-mail.

3 13. It was further part of the conspiracy that NATIONWIDE moving crew
4 members, including MICHAEL AIRGOOD and others, attempted to obtain the
5 signatures of NATIONWIDE customers on blank or incomplete bills of lading and
6 other documents when they arrived to load the goods, in order later to "document"
7 falsely the increases in moving costs to the NATIONWIDE customers.

8 14. It was further part of the conspiracy that, once the NATIONWIDE
9 moving crew members, including MICHAEL AIRGOOD and others, had loaded the
10 customer's goods onto the moving trucks, MICHAEL AIRGOOD and others employed
11 by NATIONWIDE would notify the customer of a falsely inflated price for the move,
12 by claiming, among other things, that the customer's goods occupied more cubic feet
13 than had been originally estimated by NATIONWIDE and/or by overcharging the
14 customers for unnecessary packing materials.

15 15. It was further part of the conspiracy that NATIONWIDE moving crews,
16 including MICHAEL AIRGOOD and others, would threaten to unload the goods of the
17 NATIONWIDE customer onto the street at the pick-up location, and impose a charge
18 for the same, if the customer did not agree to pay the inflated price demanded by the
19 NATIONWIDE moving crew.

20 16. It was further part of the conspiracy that once a customer's goods were in
21 the possession of NATIONWIDE, officers and employees of NATIONWIDE,
22 including ERIK DERI, TANYA DERI, YUVAL DEREI, JOE NAHAM, KRISTEN
23 KLEIN, and MICHAEL AIRGOOD, and others, would threaten NATIONWIDE
24 customers during telephone conversations with the loss of their goods unless they paid
25 the inflated moving price demanded by NATIONWIDE.

26 17. It was further part of the conspiracy that ERIK DERI, TANYA DERI,
27 YUVAL DEREI, JOE NAHAM, and KRISTEN KLEIN ignored customers' repeated
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1 complaints about the inflated price and/or lied to the customers about the delivery of
2 their goods, often using false names when dealing with customers over the telephone.

3 **E. Overt Acts**

4 In furtherance of the conspiracy and to achieve the objects thereof, at least one
5 of the co-conspirators committed or caused to be committed, in the Western District of
6 Washington, and elsewhere, at least one of the following overt acts, among others:

7 18. On or about September 14, 2002, a NATIONWIDE moving crew loaded
8 the goods of K.G. onto a moving truck for an interstate move, and, once the goods
9 were so loaded, the NATIONWIDE crew, at the direction and under the supervision of
10 ERIK DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the
11 interstate move from the original fraudulent estimate of \$1,275.00 to an inflated price
12 of \$2,550.00, and attempted to induce the customer to pay the inflated price, based
13 upon threats of economic harm if she did not.

14 19. On or about October 21, 2002, a NATIONWIDE moving crew loaded the
15 goods of J.J. onto a moving truck for an interstate move, and, once the goods were so
16 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
17 DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the interstate
18 move from the original fraudulent estimate of \$3,931.00 to an inflated price of
19 \$16,000.00, and attempted to induce the customer to pay the inflated price, based upon
20 threats of economic harm if he did not.

21 20. On or about November 15, 2002, a NATIONWIDE moving crew loaded
22 the goods of R.B. onto a moving truck for an interstate move, and, once the goods were
23 so loaded, the NATIONWIDE crew, at the direction and under the supervision of
24 ERIK DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the
25 interstate move from the original fraudulent estimate of \$1,498.75 to an inflated price
26 of \$3,473.75, and attempted to induce the customer to pay the inflated price, based
27 upon threats of economic harm if she did not.

1 21. On or about December 28, 2002, a NATIONWIDE moving crew loaded
2 the goods of L.B. onto a moving truck for an interstate move, and, once the goods were
3 so loaded, the NATIONWIDE crew, at the direction and under the supervision of
4 ERIK DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the
5 interstate move from the original fraudulent estimate of \$1,406.00 to an inflated price
6 of \$3,784.00, and attempted to induce the customer to pay the inflated price, based
7 upon threats of economic harm if she did not.

8 22. On or about December 31, 2002, NATIONWIDE intentionally provided
9 by e-mail an initial low estimate of \$1,316.00 to C.M. in Oregon, intending to entice
10 her thereby to hire NATIONWIDE to conduct an interstate move for which she would
11 later be charged an inflated price.

12 23. On or about January 1, 2003, KRISTEN KLEIN intentionally provided by
13 telephone an initial low estimate of \$1,300.00 to B.C. in Oregon, intending to entice
14 her thereby to hire NATIONWIDE to conduct an interstate move for which she would
15 later be charged an inflated price.

16 24. On or about January 3, 2003, a NATIONWIDE moving crew loaded the
17 goods of G.B. onto a moving truck for an interstate move, and, once the goods were so
18 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
19 DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the interstate
20 move from the original fraudulent estimate of \$1,100.00 to an inflated price of
21 \$2,533.00, and attempted to induce the customer to pay the inflated price, based upon
22 threats of economic harm if she did not.

23 25. On or about January 27, 2003, a NATIONWIDE moving crew loaded the
24 goods of B.C. onto a moving truck for an interstate move, and, once the goods were so
25 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
26 DERI, TANYA DERI, JOE NAHAM, YUVAL DEREI, and others, inflated the price
27 of the interstate move from the original fraudulent estimate of \$1,300.00 to an inflated
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1 price of \$3,476.10, and attempted to induce the customer to pay the inflated price,
2 based upon threats of economic harm if she did not.

3 26. On or about January 31, 2003, a NATIONWIDE moving crew loaded the
4 goods of C.M. onto a moving truck for an interstate move, and, once the goods were so
5 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
6 DERI, TANYA DERI, JOE NAHAM, YUVAL DEREI, and others, inflated the price
7 of the interstate move from the original fraudulent estimate of \$1,316.70.00 to an
8 inflated price of \$5,000.00, and attempted to induce the customer to pay the inflated
9 price, based upon threats of economic harm if she did not.

10 27. On or about February 7, 2003, ERIK DERI, using the name "Matthew",
11 told NATIONWIDE customer G.B. by telephone in Colorado that NATIONWIDE
12 would not deliver G.B.'s goods unless she paid the inflated price of \$2,533.00 that
13 NATIONWIDE had demanded.

14 28. On or about February 26, 2003, a NATIONWIDE moving crew loaded the
15 goods of S.D. onto a moving truck for an interstate move, and, once the goods were so
16 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
17 DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the interstate
18 move from the original fraudulent estimate of \$800.00 to an inflated price of \$964.00,
19 and attempted to induce the customer to pay the inflated price, based upon threats of
20 economic harm if she did not.

21 29. On or about February 27, 2003, a NATIONWIDE moving crew loaded the
22 goods of J.M. onto a moving truck for an interstate move, and, once the goods were so
23 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
24 DERI, TANYA DERI, JOE NAHAM, and others, inflated the price of the interstate
25 move from the original fraudulent estimate of \$800.65 to an inflated price of
26 \$3,132.00, and attempted to induce the customer to pay the inflated price, based upon
27 threats of economic harm if she did not.

1 30. On or about March 1, 2003, KRISTEN KLEIN intentionally provided by
2 telephone an initial low estimate of \$3,696.00 to A.B. in California, intending to entice
3 her thereby to hire NATIONWIDE to conduct an interstate move for which she would
4 later be charged an inflated price.

5 31. On or about March 3, 2003, ERIK DERI initially told NATIONWIDE
6 customer J.M. by telephone in Louisiana that NATIONWIDE would take J.M.'s goods
7 to an undisclosed location unless she paid the inflated price of \$3,132.00 that
8 NATIONWIDE had demanded, and subsequently told her by telephone in Louisiana
9 that she must pay a "discounted price" of \$1,600.00 to receive her goods from
10 NATIONWIDE.

11 32. On or about March 14, 2003, a NATIONWIDE moving crew loaded the
12 goods of A.B. onto a moving truck for an interstate move, and, once the goods were so
13 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
14 DERI, TANYA DERI, YUVAL DEREI, and others, inflated the price of the interstate
15 move from the original fraudulent estimate of \$3,696.00 to an inflated price of
16 \$8,640.00, and attempted to induce the customer to pay the inflated price, based upon
17 threats of economic harm if she did not.

18 33. On or about June 27, 2003, an AMERICAN STAR moving crew, with
19 MICHAEL AIRGOOD as foreman, loaded the goods of N.K. onto a moving truck for
20 an interstate move, and, once the goods were so loaded, the AMERICAN STAR crew,
21 at the direction and under the supervision of ERIK DERI, TANYA DERI, YUVAL
22 DEREI, and others, inflated the price of the interstate move from the original
23 fraudulent estimate of \$1,595.00 to an inflated price of \$2,830.00, and attempted to
24 induce the customer to pay the inflated price, based upon threats of economic harm if
25 she did not.

26 All in violation of Title 18, United States Code, Section 371.
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COUNTS 2-6
(Wire Fraud)

A. The Scheme to Defraud and to Obtain Money and Property

34. Paragraphs 1 through 17 are realleged and incorporated as though fully set forth herein.

35. Beginning at a time uncertain, but in or about May 2002, and continuing until the present, within the Western District of Washington, and elsewhere, NATIONWIDE MOVING & STORAGE, LLC, (aka NORTHSTAR MOVING & STORAGE, aka AMERICAN STAR MOVING & STORAGE), ERIK DERI, TANYA DERI, (aka TANYA MARTIN, aka TANYA DEREI), JOE NAHAM, (aka YOSI DEREI), MICHAEL AIRGOOD, and KRISTEN KLEIN knowingly and willfully devised and executed a scheme and artifice to defraud customers of NATIONWIDE, and to obtain money belonging to those customers by means of false and fraudulent pretenses, representations, and promises, by luring customers into doing business with NATIONWIDE by offering them low moving estimates, subsequently inflating the price of the move, and thereafter withholding delivery of their goods until they paid the inflated price to NATIONWIDE.

B. Execution of the Scheme to Defraud

36. On or about the dates set forth below, within the Western District of Washington and elsewhere, ERIK DERI, TANYA DERI, (aka TANYA MARTIN, aka TANYA DEREI), JOE NAHAM, (aka YOSI DEREI), MICHAEL AIRGOOD, and KRISTEN KLEIN, for the purpose of executing and attempting to execute the scheme and artifice to defraud and for obtaining money and property by means of material false and fraudulent pretenses, representations, and promises, did knowingly transmit and cause to be transmitted in interstate commerce by means of wire communications, certain writings, signs, signals and sounds, as more specifically described below:

<u>COUNT</u>	<u>DATE</u>	<u>WIRE COMMUNICATION</u>
2	12/31/02	e-mail from NATIONWIDE to C.M. in Oregon with initial estimated price of \$1,316.00
3	1/1/03	telephone call from KRISTEN KLEIN to B.C. in Oregon with initial estimated price of \$1,300.00
4	2/7/2003	telephone call from ERIK DERI to G.B. in Colorado demanding payment of \$2,535.00, rather than initial estimated price of \$1,100.00
5	3/1/03	telephone call from KRISTEN KLEIN to A.B. in California with initial estimated price of \$3,696.00
6	3/3/2003	telephone call from ERIK DERI to J.M. in Louisiana demanding \$3,132.00, rather than initial estimated price of \$800.65

All in violation of Title 18, United States Code, Sections 1343 and 2.

COUNTS 7-15
(Interference with Commerce by Extortion)

37. Paragraphs 1 through 17 are realleged and incorporated as though fully set forth herein.

38. On or about the dates set forth below, in the Western District of Washington, and elsewhere, NATIONWIDE MOVING & STORAGE, LLC, (aka NORTHSTAR MOVING & STORAGE, aka AMERICAN STAR MOVING & STORAGE), ERIK DERI, TANYA DERI, (aka TANYA MARTIN, aka TANYA DEREI), JOE NAHAM, (aka YOSI DEREI), MICHAEL AIRGOOD, and KRISTEN KLEIN did knowingly and unlawfully obstruct, delay and affect, and attempt to obstruct, delay and affect interstate commerce and the movement of articles and commodities in such commerce by means of extortion, in that defendants unlawfully received money for interstate moving services from customers, with their consent induced by the wrongful use of fear of economic harm, in that defendants threatened to withhold delivery of customers' goods unless they paid money that NATIONWIDE claimed it was owed.

<u>COUNT</u>	<u>DATE</u>	<u>VICTIM</u>	<u>INTERSTATE MOVE AFFECTED</u>
7	9/14/02	K.G.	goods loaded onto truck in Seattle, WA. by NATIONWIDE moving crew; delivery destination: Knoxville, TN.; NATIONWIDE demanded payment of \$2,550.00, instead of \$1,275.00
8	10/21/02	J.J.	goods loaded onto truck in Seattle, WA. by NATIONWIDE moving crew; delivery destination: Boynton Beach, FL.; NATIONWIDE demanded payment of \$16,000.00, instead of \$3,931.00
9	11/15/02	R.B.	goods loaded onto truck in Palouse, WA. by NATIONWIDE moving crew; delivery destination: Wilmington, N.C.; NATIONWIDE demanded payment of \$3,473.75, instead of \$1,498.75
10	12/28/02	L.B.	goods loaded onto truck in Omaha, NE. by NATIONWIDE moving crew; delivery destination: Seattle, WA.; NATIONWIDE demanded payment of \$3,784.00, instead of \$1,406.00
11	1/3/2003	G.B.	goods loaded onto truck in Issaquah, WA. by NATIONWIDE moving crew; delivery destination: Denver, CO.; NATIONWIDE demanded payment of \$2,535.00, instead of \$1,100.00
12	1/27/03	B.C.	goods loaded onto truck in Portland, OR. by NATIONWIDE moving crew; delivery destination: Sherman Oaks, CA.; NATIONWIDE demanded payment of \$3,476.10, instead of \$1,300.00
13	1/31/03	C.M.	goods loaded onto truck in Gresham, OR. by NATIONWIDE moving crew; delivery destination: Mesa, AZ.; NATIONWIDE demanded payment of \$5,000.00, instead of \$1,316.70
14	2/26/03	S.D.	goods loaded onto truck in Seattle, WA. by NATIONWIDE moving crew; delivery destination: Antioch, IL.; NATIONWIDE demanded payment of \$964.00, instead of \$800.00

<u>COUNT</u>	<u>DATE</u>	<u>VICTIM</u>	<u>INTERSTATE MOVE AFFECTED</u>
15	2/27/03	J.M.	goods loaded onto truck in Federal Way, WA. by NATIONWIDE moving crew; delivery destination: Bossier City, LA.; NATIONWIDE demanded payment of \$3,132.00, instead of \$800.00

All in violation of Title 18, United States Code, Sections 1951 and 2.

COUNTS 16-17
(Interference with Commerce by Extortion)

39. Paragraphs 1 through 17 are realleged and incorporated as though fully set forth herein.

40. On or about the dates set forth below, in the Western District of Washington, and elsewhere, NATIONWIDE MOVING & STORAGE, LLC, (aka NORTHSTAR MOVING & STORAGE, aka AMERICAN STAR MOVING & STORAGE), ERIK DERI, TANYA DERI, (aka TANYA MARTIN, aka TANYA DEREI), YUVAL DEREI, MICHAEL AIRGOOD, and KRISTEN KLEIN did knowingly and unlawfully obstruct, delay and affect, and attempt to obstruct, delay and affect interstate commerce and the movement of articles and commodities in such commerce by means of extortion, in that defendants unlawfully received money for interstate moving services from customers, with their consent induced by the wrongful use of fear of economic harm, in that defendants threatened to withhold delivery of customers' goods unless they paid money that NATIONWIDE claimed it was owed.

<u>COUNT</u>	<u>DATE</u>	<u>VICTIM</u>	<u>INTERSTATE MOVE AFFECTED</u>
16	3/14/03	A.B.	goods loaded onto truck in San Jose, CA. by NATIONWIDE moving crew; delivery destination: Wausheka, WI.; NATIONWIDE demanded payment of \$8,640.00, instead of \$3,696.00

<u>COUNT</u>	<u>DATE</u>	<u>VICTIM</u>	<u>INTERSTATE MOVE AFFECTED</u>
17	6/27/03	N.K.	goods loaded onto truck in Seattle, WA. by AMERICAN STAR moving crew, MICHAEL AIRGOOD, foreman; delivery destination: Las Vegas, NV; AMERICAN STAR crew demanded payment of \$2,830.00, instead of \$1,595.00; YUVAL DEREI and ERIK DERI both demanded payment of inflated price before goods would be delivered

All in violation of Title 18, United States Code, Sections 1951 and 2.

FORFEITURE

41. The allegations of Counts 2 through 17 of this Indictment are realleged and incorporated by reference for the purpose of alleging forfeiture to the United States of America of certain property in which one or more of the defendants have an interest, pursuant to the provision of Title 18, United States Code, Section 981(a)(1)(C).

42. Upon conviction of any violation of Title 18, United States Code, Sections 1343 and 1951, each defendant shall forfeit to the United States any property, real or personal, constituting or derived from proceeds traceable to such violation, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), including, but not limited to, the following:

- A) One 1999 Mitsubishi Fuso truck, VIN # JW6DEMIE2XM000668;
- B) One 2002 Toyota Tacoma truck VIN # 5TEHN72N62Z132317;
- C) all the contents of Bank of America account # 23260904, in the name of NATIONWIDE MOVING SYSTEMS, LLC.

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43. If any of the property or proceeds described above as being subject to forfeiture pursuant to any violation of Title 18, United States Code, Sections 1343 and 1951, as a result of any act or omission of the defendants:

- A) cannot be located upon the exercise of due diligence;
- B) has been transferred, or sold to, or deposited with a third person;
- C) has been placed beyond the jurisdiction of the Court;
- D) has been substantially diminished in value; or
- E) has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), to seek forfeiture of any other property of the defendants up to the value of the above forfeitable property or to seek the return of the property to the jurisdiction of the Court so that the property may be seized and forfeited.

All pursuant to the provisions of Title 18, United States Code, Section 981(a)(1)(C), Title 28, United States Code, Section 2461(c), and Title 21, United States Code, Section 853.

A TRUE BILL: 8-27-03

Tom Moore
FOREPERSON by ug DATE

John McKay
JOHN MCKAY
United States Attorney

Floyd G. Short
FLOYD G. SHORT
Assistant United States Attorney

Kathryn A. Warma
KATHRYN A. WARMA
Assistant United States Attorney